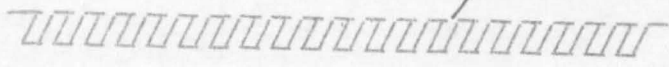


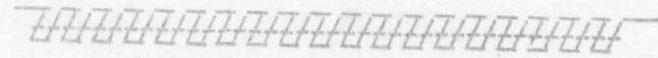
PORSE  
11.3.31.7.1  
V5

The Port of Portland  
DRY DOCKAGE SALES RE-CAPITULATION

For the Month of April, 1948



<u>Debit-</u> Accounts Receivable	A 29	\$ <u>7,351.99</u> ✓
<u>Debit-</u> Distribution Ledger	F 29	<u>          </u>
<u>Debit-</u> .....		<u>          </u>
 <u>Credit-</u> Dockage Earnings	 Q 15	 <u>7,351.99</u> ✓



<u>Dockage Statistics:</u>	<u>Number Docked</u>	<u>Ton Days</u>
Seagoing Vessels	7	63,234
River Boats, Barges, etc.	4	5,517
TOTALS - - - -	11	68,751

*to apr*

APR 1 DJ 4 4-3 2	.00 *
APR 2 DJ 4 4-3 5	1 4 4.5 0
APR 1 2 DJ 4 4-3 6	6 9.3 0
APR 1 6 DJ 4 4-3 7	29 2.4 0
APR 1 6 DJ 4 4-3 8	2,8 0 9.7 3
APR 2 1 DJ 4 4-3 9	9 4.8 0
APR 2 1 DJ 4 4-4 0	1,5 7 8.7 2
APR 2 6 DJ 4 4-4 1	7 1 7.6 0
APR 2 5 DJ 4 4-4 2	7 1.9 1
APR 2 9 DJ 4 4-4 3	9 1 5.4 5
APR 3 0 DJ 4 4-4 5	1 2 2.9 2
	5 3 4.6 6

7,3 5 1.9 9 \*

# THE PORT OF PORTLAND—DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4445 April 19 1948

Name of Vessel Derrick Barge Cascade Gross Reg. Tonnage: 1407

Cargo — Long Tons: \_\_\_\_\_

Ordered by U. S. Engineers Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

12:15 PM 4/27 1948 11:23AM 4/30 1948 Pontoons Nos. 4-5 Dock No. 2

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/28	Lift day ends 12:15 PM 1407 @ .18	253.26	Washed, cleaned & painted hull.
4/29	1st lay day ends 12:15 PM 1407 @ .10	140.70	
4/30	2nd " " " 12:15 PM 1407 @ .10	140.70	
		534.66	
			Barge arrived pier S-2 at 1:00 PM 4/26
			Barge departed from Dock #2 at 12:20 PM
			4/30
	Barge ready to undock 11:20 AM 4/30		

Compiled by

EC

Approved by

Entered

APR 30 1948

Billed

5/5/48



# DEPARTMENT OF THE ARMY PURCHASE ORDER

LAB: 230

DATE <b>5-20-48</b>		CONTRACT NO. (If any)
SHEET NO. <b>1</b>	NO. OF SHEETS <b>1</b>	ORDER NO. <b>13081</b>

ISSUED BY:  
**Corps of Engineers  
628 Pittock Block, Portland 5, Oregon**

TO: (Contractor and address; also factory address, if required)  
**The Port of Portland,  
916 Spalding Building,  
Portland 4, Oregon**

SHIP TO:  
**E. H. Moore  
U. S. Engineer**

REQUISITION NO.  
**5193**

PAYMENT WILL BE MADE BY DISBURSING OFFICER,  
**628 Pittock Block,  
Portland 5, Oregon**

INVOICE FOR PAYMENT WILL BE MAILED TO:  
**District Engineer, Corps of Engineers,  
628 Pittock Block, Portland 5, Oregon**

THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT  
ARE AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN, AND  
ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE  
BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF:  
**21 x 3000 Bonneville (o & c)**

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF  
PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F.Y.O. B.

**Portland, Oregon**  
METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PRO-  
VIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

**Domestic**  
SCHEDULE OF DELIVERY

ITEM NO. SUPPLIES OR SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

1.	Services of the Port of Portland Drydock to drydock the derrick barge Cascade on April 27, 28, 29 and 30, 1948.....	1	Job	534.66	534.66
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**CONFIRMATION**

SPECIFIC PURPOSE:

TOTAL  
**534.66**  
UNITED STATES OF AMERICA  
**V. M. EASON, ADM. ASST.**



# DEPARTMENT OF THE ARMY PURCHASE ORDER CONDITIONS

1. **VENDOR'S INVOICES.**—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. **DISCOUNTS.**—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. **PAYMENTS.**—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

4. **INSPECTION.**—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. **VARIATION IN QUANTITIES.**—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. **NOTICE OF SHIPMENTS.**—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. **TAXES.**—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. **WALSH-HEALEY ACT.**—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. **ANTI-DISCRIMINATION.**—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

10. **CONVICT LABOR.**—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

11. **CHANGES.**—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

12. **DELAYS—DAMAGES.**—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

13. **DISPUTES.**—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

14. **ASSIGNMENT OF RIGHTS HEREUNDER.**—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

15. **OFFICIALS NOT TO BENEFIT.**—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

16. **COVENANT AGAINST CONTINGENT FEES.**—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

17. **BUY AMERICAN CLAUSE.**—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined, or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

18. **DEFINITIONS.**—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

# THE PORT OF PORTLAND—DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4443 April 19 48

Name of Vessel Tug James S. Polhemus Gross Reg. Tonnage: 102

Cargo — Long Tons: \_\_\_\_\_

Ordered by U. S. Engineers Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

2:20P M. 4/26 1948 11:40AM 4/30 1948 Pontoons Nos. 3 Dock No. 2

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/27	Lift day ends 2:20 PM 102 @ .20 Min.	50.00	Washed, cleaned & painted hull
4/28	1st lay day ends 2:20 PM 102 @ .10 "	25.00	
4/29	2nd " " " 2:20 PM 102 @ .10 "	25.00	
	3/4 of 3rd lay day ends 8:20 AM		
	3/4 X 25.00 min. lay day charge 18.75		
	4/6 of final quarter of 3rd lay		
	day ends 12:20 PM		
	4/6 of 6.25(1/4 of 25.00 min.) 4.17	22.92	
		122.92	Vessel arrived pier S-2 at 9:40 AM 4/26
			After undocking, vessel tied to pier S-2
			at 12:30 PM 4/30
	Vessel ready to undock 11:40 AM 4/30		
			Vessel departed from pier S-2 at 2:13 PM
			4/30

Compiled by

EC

Approved by

Entered

APR 30 1948

Billed

5/5/48

# DEPARTMENT OF THE ARMY LABrade PURCHASE ORDER

DATE <b>5-20-48</b>		CONTRACT NO. (If any)
SHEET NO. <b>1</b>	NO. OF SHEETS <b>1</b>	ORDER NO. <b>13061</b>
ABOVE CHECKED NUMBER(S) MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER.		

ISSUED BY:  
**Corps of Engineers  
628 Pittock Block, Portland 5, Oregon**

TO: (Contractor and address; also factory address, if required)  
**The Port of Portland,  
916 Spalding Building,  
Portland 4, Oregon**

SHIP TO:  
**E. H. Moore,  
U. S. Engineer**

REQUISITION NO. <b>5192</b>	PAYMENT WILL BE MADE BY DISBURSING OFFICER, <b>628 Pittock Block, Portland 5, Oregon</b>
INVOICE FOR PAYMENT WILL BE MAILED TO: <b>District Engineer, Corps of Engineers, 628 Pittock Block, Portland 5, Oregon</b>	
THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT ARE AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN, AND ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF: <b>21 x 3000 Plant</b>	

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B. **Portland, Oregon**

METHODS OF PRESENTING INVOICES, OR PACKERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PROVIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

DISCOUNT TERMS	Net
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SCHEDULE OF DELIVERY  
**Domestic**

ITEM NO. 1. **Service of the Port of Portland drydock to drydock the Tug Polhemus on April 26, 27, 28, 29 and 30, 1948, including all incidental charges connected therewith.....**

QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Job	142.79	142.79

Invoice # **DJ 4443**

## CONFIRMATION

SPECIFIC PURPOSE:

**RECEIVED**  
**MAY 23 1948**  
**THE PORT OF PORTLAND**

TOTAL <b>142.79</b>	UNITED STATES OF AMERICA
BY <b>M. EASON</b>	Adm. Asst.
CONTRACTING OFFICER	



DEPARTMENT OF THE ARMY  
PURCHASE ORDER  
CONDITIONS

1. VENDOR'S INVOICES.—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. TAXES.—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract. Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

11. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly; provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

12. DELAYS—DAMAGES.—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

13. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

14. ASSIGNMENT OF RIGHTS HEREUNDER.—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof, and the name of the assignee, will be made on all vouchers or invoices certified by the Contractor.

15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

Billed

MURDOCK 1131

# PURCHASE ORDER

~~GOLDEN STATE~~

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE.  
PORTLAND 12, OREGON

PURCHASE  
ORDER NO. 83511

DATE 5-3-48

SHIP TO

ACCOUNT NO. 5987

DEPT. ORDERED BY DJ 4442

MARK EVERY PACKAGE WITH  
ABOVE ORDER NUMBER.

## The Port of Portland

CONFIRMATION

[illegible]

PLEASE FURNISH 3 COPIES OF INVOICES  
COVERING THIS MATERIAL.  
INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER  
ORDER IS SHIPPED.  
PACKING SLIP MUST ACCOMPANY EACH  
SHIPMENT

*Land Lemmon*  
PURCHASING AGENT

PURCHASING AGENT



# THE PORT OF PORTLAND—DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4441 April 19 48

Name of Vessel Derrick Barge #501 Gross Reg. Tonnage: 306  
120' x 34' x 7'-6"

Cargo — Long Tons: \_\_\_\_\_

Works

Ordered by Northwest Marine Iron Bill to same Repairs by same

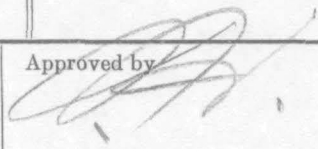
Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

2:06 P M. 4/22 19 48 3:03 P M. 4/26 19 48 Pontoons Nos. 3-4-5 Dock No. 1

19067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Docking time starts 8:00 AM 4/23		Washed, cleaned & painted hull.
4/23	Part of lift day ends 12:00 PM		
4/24	Idle day Saturday ends 12:00 PM		
4/25	Idle day Sunday ends 12:00 PM		
4/26	Bal. of lift day ends 8:00 AM		
	306 tons @ .20	61.20	
	1/4 of 1st lay day ends 2:00 PM		
	306 tons @ .10 X 1/4	7.65	Barge arrived pier S-1 at 8:00 AM 4/21
	1/6 of final quarter of 1st		
	lay day ends 3:00 PM		After undocking, barge tied to pier N-2
	306 tons X .01 x 1	3.06	at 3:25 PM 4/26
		10.71	
		71.91	
	Barge ready to undock 3:00 PM 4/26		

Compiled by EC

Approved by 

Entered 4/29 1948

Billed 4/29

JOB NO. 4453

## PURCHASE ORDER

ORDERED FOR

George Greber.

NORTHWEST MARINE IRON WORKS

2516 N.W. 29TH AVENUE  
PORTLAND 10, OREGON

1

TO The Port of Portland -  
916 Spalding Building  
Portland, Oregon.DATE 4-30-48

TERMS

F. O. B.

SHIP VIA

DATE WANTED

ITEM	QUANT.	UNIT	DESCRIPTION	PRICE	UNIT	DISCOUNT
			<u>Werrick Barge #501</u>			
			<u>Drydocking Charges -</u>			
			<u>Facilities</u>			
			<u>Berthage 210 00</u>			
			<u>Loco. Crane 37 50</u>			
			<u>Water ships use 2 50</u>			
			<u>Water Hull 2 50</u>			
			<u>Air 126 16</u>			
			<u>Elec. 54 80</u>			
			<u>Labor Charge for</u>			
			<u>Shift Bargeson</u>			
			<u>Block 20 35</u>			
				<u>71 91</u>		
				<u>453 81</u>		
				<u>525 72</u>		

## INSTRUCTIONS

1. Render invoices in single copy only unless \_\_\_\_\_ copies are requested.
2. Delivery dates specified on this purchase order are based on buyer's production schedule and must be strictly adhered to. If you cannot fill order as specified advise us immediately.
3. Our purchase order number must appear on all invoices, correspondence, shipping papers, including freight bills and bills of lading, and all packages.

By Jack Hummer  
NO. 112

BUYER

PURCHASE ORDER No. **65239**

NORTHWEST MARINE IRON WORKS

BY R. G. McMahonPURCHASING AGENT John

Docking No. 4440 April 19 48

Name of Vessel S/S Joseph A. Holmes Gross Reg. Tonnage: 7176

Cargo — Long Tons: .....

Ordered by Albina Engine & Machine Works Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

4:40 P.M. 4/19 19 48 7:11A.M. 4/21 19 48 Pontoon Nos. all Dock No. 1

18067 JAMES, KERNS &amp; ABBOTT CO, PORTLAND

Compiled by

EC

Approved by \_\_\_\_\_

Entered  
APR 23 1948

Billed

4/23



MURDOCK 1131

# PURCHASE ORDER

JOS. HOLMES

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE.  
PORTLAND 12, OREGON

PURCHASE  
ORDER NO.

83440

DATE 4-27-48

SHIP TO

ACCOUNT NO. 5920

DEPT. ORDERED BY

DJ4440

MARK EVERY PACKAGE WITH  
ABOVE ORDER NUMBER.

[illegible]

PLEASE FURNISH 3 COPIES OF INVOICES  
COVERING THIS MATERIAL.

INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER  
ORDER IS SHIPPED.

PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.

Frank Lemma  
PURCHASING AGENT

PURCHASING AGENT

# THE PORT OF PORTLAND—DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4439 April 19 48

Name of Vessel S/S Edward Everett Gross Reg. Tonnage: 7176

Cargo — Long Tons: \_\_\_\_\_

Ordered by Albina Engine & Machine Works Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

9:40 AM 4/19 1948 11:10 AM 4/21 1948 Pontoons Nos. all Dock No. 2

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/20	Lift day ends 9:40 AM 7176 @ .10	717.60	Washed, cleaned & painted hull. Inspected
4/21	1st lay day ends 9:40 AM 7176 @ .10	717.60	propeller and tail shaft. Welded <del>XXXXXXXX</del>
	2/6 of <sup>1st</sup> <del>final</del> quarter of 2nd lay day		hull plate.
	ends 11:40 AM 7176 X .01 X 2	143.52	
		1,578.72	
			Vessel arrived pier S-2 at 8:28 AM 4/19
			After undocking, vessel tied to pier S-2
	Vessel ready to undock 11:07 AM 4/21		at 12:30 PM 4/21

Compiled by

EC

Approved by

Entered

APR 23 1948

Billed

4/23

EDW. EVERETT

PURCHASING AGENT



# THE PORT OF PORTLAND — DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4438 April 19 48

Name of Vessel Tug Shaver Gross Reg. Tonnage: 424

Cargo — Long Tons: \_\_\_\_\_

Ordered by Western Transportation Co. Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

9:05 A.M. 4/15 1948 9:53 A.M. 4/16 1948 Pontoons Nos. 4-5 Dock No. 1

10067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/16	Lift day ends 9:05 AM 424 tons @ .20	84.80	Changed propellers and re-babbitted one
	1/6 of final quarter of 1st lay day		strut bearing
	ends 10:05 AM 424 tons @ .01 X 1		
	Min. fractional lay day charge	10.00	
		94.80	
			Vessel arrived pier N-2 at 7:40 AM 4/15
			After undocking, vessel tied to pier N-2
			at 10:33 AM 4/16
			Vessel departed from pier N-2 at 10:57 AM
			4/16
	Vessel ready to undock 9:50 AM 4/16		

Compiled by

EC

Approved by



Entered

APR 21 1948

Billed

4/20/48

# THE PORT OF PORTLAND—DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4437 April 19 48

Name of Vessel S/S CHARLES E. DANT Gross Reg. Tonnage: 6314

Cargo — Long Tons: \_\_\_\_\_

Works.

Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

7:45 A M 4/12 1948 4:05 P M 4/16 1948 Pontoons Nos. all Dock No. 2

19067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Docking time starts 8:00 AM 4/12		Cleaned & painted hull. Inspected propeller
4/13	Lift day ends 8:00 AM 6314 @ .10	631.40	and tail shaft. Renewed damaged keel plate.
4/14	1st lay day ends 8:00 AM 6314 @ .10	631.40	
4/15	2nd " " " 8:00 AM 6314 @ .10	631.40	
4/16	3rd " " " 8:00 AM 6314 @ .10	631.40	
	1/4 of 4th lay day ends 2:00 PM		
	6314 tons @ .10 x 1/4 157.85		
	2/6 of final quarter of 4th		
	lay day ends 4:00 PM		
	6314 tons @ .01 x 2 126.28	284.13	Vessel arrived pier S-2 at 4:50 PM 4/10
		2809.73	
			After undocking, vessel tied to pier S-2
			at 5:30 PM 4/16
	Vessel ready to undock 4:00 PM 4/16		Vessel departed from pier S-2 at 7:00 PM 4/16

Compiled by

EC

Approved by

Entered

APR 21 1948

Billed

4/21/48





# THE PORT OF PORTLAND—DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4436 April 19 48

Name of Vessel Tug Peter W (ex-LSM) Gross Reg. Tonnage: 688

Cargo — Long Tons: \_\_\_\_\_

Works

Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

9:10 A.M. 4/8 19 48 3:05 P.M. 4/12 19 48 Pontoons Nos. 4-5 Dock No. 1

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/9	Lift day ends 9:10 AM 688 @ .20	137.60	Cut off 100 ft from bow and replaced with
4/10	1st lay day ends 9:10 AM 688 @ .10	68.80	a 40 ft. section. Cleaned & painted hull.
	Part of 2nd lay day ends 12:00 PM		
4/11	Idle day Sunday ends 12:00 PM		
4/12	Bal. of 2nd lay day ends 9:10 AM		
	688 tons @ .10	68.80	
	1/4 of 3rd lay day ends 3:10 PM		
	688 tons @ .10 X 1/4	17.20	
		<del>240.80</del>	Vessel arrived pier N-2 at 7:30 AM 4/8
		292.40	
			After undocking, vessel tied to pier N-2 at
			3:35 PM 4/12
	Vessel ready to undock 3:00 PM 4/12		
			Vessel departed from pier N-2 at 4:15 PM
			4/12

Compiled by

EC

Approved by

Entered

APR 21 1948

Billed

4/15



# THE PORT OF PORTLAND—DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4435 March & April 1948

Name of Vessel Tug Pauline Gross Reg. Tonnage: 252

Cargo — Long Tons: \_\_\_\_\_

Ordered by Floating Marine Ways Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

3:00 PM 3/31 1948 8:50A M 4/2 1948 Pontoons Nos. 4-5 Dock No. 1

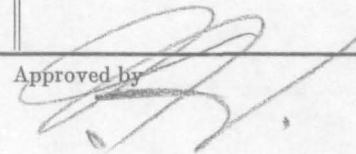
19087 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/1	Lift day ends 3:00 PM 252 @ .20	50.40	Repaired propeller and tail shaft.
4/2	3/4 of 1st lay day ends 9:00 AM		
	252 tons @ .10 X 3/4	18.90	
		69.30	
			Vessel arrived pier N-2 at 1:55 PM 3/31
			After undocking, vessel tied to pier N-2
			at 9:30 AM 4/2
	Vessel ready to undock 8:45 AM 4/2		
			Vessel departed from pier N-2 at
			10:18 AM 4/2

Compiled by

EC

Approved by



Entered

APR 21 1948

Billed

415/48



# THE PORT OF PORTLAND — DRY DOCK

## DOCKAGE COMPILATION SHEET

Docking No. 4432 March & April 19 48

Name of Vessel Tug J. C. Post Gross Reg. Tonnage: 75

Cargo — Long Tons: \_\_\_\_\_

Ordered by U. S. Engineers Bill to same Repairs by same

Docked: \_\_\_\_\_ Undocking Started: \_\_\_\_\_ Lifted on: \_\_\_\_\_

2:52 P M. 3/25 19 48 9:30A M. 4/2 19 48 Pontoons Nos. 2 Dock No. 1

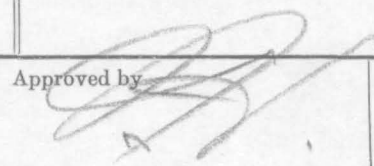
18067 JAMES KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
3/26	Lift day ends 2:52 PM		Washed, cleaned & painted hull. Removed,
	75 tons @ .20 Min. Charge	50.00	repaired and reinstalled rudder & propeller.
	Part of 1st lay day ends 12:00 PM		
3/27	Idle day Saturday ends 12:00 PM		
3/28	Idle day Sunday ends 12:00 PM		
3/29	Bal. of 1st lay day ends 2:52 PM		
	75 tons @ .10 Min. Charge	25.00	Vessel arrived pier N-2 at 1:03 PM 3/25
3/30	2nd lay day ends 2:52 PM Min. Charge	25.00	
3/31	3rd " " " 2:52 PM " "	25.00	After undocking, vessel tied to pier N-2
4/1	3/4 of 4th lay day ends 8:52 AM		at 10:00 AM 4/2
	25.00 X 3/4 18.75		
	1/6 of final quarter of 4th lay		
	day ends 9:52 AM 75 X .01 X 1 .75	19.50	Vessel departed from pier N-2 at 10:28 AM 4/2
		144.50	
	Vessel ready to undock 9:30 AM 4/1		
	Could not undock untill Tug Pauline		
	undocked.		

Compiled by

EC

Approved by



Entered

APR 21 1948

Billed

4/5/48

## DEPARTMENT OF THE ARMY LAB:gms

## PURCHASE ORDER

DATE <b>4/14/48</b>		CONTRACT NO. (If any)
SHEET NO. <b>1</b>	NO. OF SHEETS <b>1</b>	ORDER NO. <b>11120</b>
ABOVE CHECKED NUMBER(S) MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER.		

ISSUED BY:  
**Corps of Engineers**  
**628 Pittock Block, Portland 5, Oregon**

TO: (Contractor and address; also factory address, if required)  
**The Port of Portland**  
**916 Spalding Building**  
**Portland 4, Oregon**

SHIP TO:  
**E. H. Moore,**  
**U. S. Engineer**

REQUISITION NO. **5144**

PAYMENT WILL BE MADE BY DISBURSING OFFICER,  
**628 Pittock Block,**  
**Portland 5, Oregon.**

INVOICE FOR PAYMENT WILL BE MAILED TO:  
**District Engineer, Corps of Engineers,**  
**628 Pittock Block, Portland 5, Oregon**

THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT ARE AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN, AND ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF:  
**21 x 3000 Plant**

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B.

**Portland, Oregon**

METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PROVIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

**Domestic**

DISCOUNT TERMS

**Net**

SCHEDULE OF DELIVERIES

**March 28 to Apr. 1/48**

INSPECTION POINTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Service of Port of Portland drydock to drydock the tug J. C. Post on March 26, 27, 28, 29, 30, 31 and April 1, 1948. . . . .	1	job	\$114.50	\$114.50

**CONFIRMATION**

SPECIFIC PURPOSE:

TOTAL

**\$114.50**

UNITED STATES OF AMERICA

BY **B. C. Kellogg**  
**B. C. KELLOGG**  
 CONTRACTING OFFICER  
 PURCHASING AGENT



# DEPARTMENT OF THE ARMY PURCHASE ORDER CONDITIONS

**1. VENDOR'S INVOICES.**—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

**2. DISCOUNTS.**—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

**3. PAYMENTS.**—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**4. INSPECTION.**—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

**5. VARIATION IN QUANTITIES.**—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

**6. NOTICE OF SHIPMENTS.**—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

**7. TAXES.**—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract. Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

**8. WALSH-HEALEY ACT.**—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

**9. ANTI-DISCRIMINATION.**—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

**10. CONVICT LABOR.**—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

**11. CHANGES.**—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

**12. DELAYS—DAMAGES.**—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

**13. DISPUTES.**—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

**14. ASSIGNMENT OF RIGHTS HEREUNDER.**—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Notification of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

**15. OFFICIALS NOT TO BENEFIT.**—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**16. COVENANT AGAINST CONTINGENT FEES.**—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**17. BUY AMERICAN CLAUSE.**—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

**18. DEFINITIONS.**—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.